

FILED

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CLERK U.S. DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

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Allan Thomas Rockwell  
PO BOX 4451  
Sonora, California  
95370  
pilotsofwishes@gmail.com  
Pro se

**UNITED DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA**

**ALLAN THOMAS ROCKWELL**

1:22 CV 000392, JLT-EPG  
Case No.: \_\_\_\_\_

**Plaintiff,**

**vs.**

**CIVIL RIGHTS VIOLATIONS  
INJUNCTIVE RELIEF**

**TUOLUMNE COUNTY, CALIFORNIA,  
MICHAEL CHOATE,  
DENISE CHOATE,  
MELISSA BROUHARD  
DOES 1-50**

**TRIAL BY JURY DEMANDED**

**Defendants**

**A. INTRODUCTION**

- 1) On April 6, 2020, approximately 10:00am, PLAINTIFF received a phone call from Adult Protective Services agent, MELISSA BROUHARD.
- 2) AGENT BROUHARD informed PLAINTIFF that her phone call was official notice to PLAINTIFF that he was no longer power-of-attorney for his biological uncle, Patrick Thomas Oliver.
- 3) Further, BROUHARD communicated that if PLAINTIFF spoke to his Uncle or uncle or returned to his own residence that he would be arrested.

**CIVIL RIGHTS VIOLATIONS  
INJUNCTIVE RELIEF**

1 4) PLAINTIFF is the primary leaseholder at the residence where he was told not to return and  
2 has not been able to domicile there with his handicapped toddler child for the last eleven  
3 months.\_

4 5) Moreover, PLAINTIFF was unaware of any problems between him and his uncle because  
5 PLAINTIFF has gone over and beyond reasonable care and management of his uncle's  
6 affairs.\_

7 6) PLAINTIFF at this time was in the process of moving "dead beat" house guests,  
8 MICHAEL AND DENISE CHOATE previously to receiving the shocking phone from  
9 Adult Protective Services.\_

10 7) Shortly thereafter, MICHAEL AND DENISE CHOATE began to slander, defame, and  
11 intimidate PLAINTIFF with false statements on Facebook regularly.\_

12 8) PLAINTIFF'S uncle is on prescription methadone and has always communicated with  
13 PLAINTIFF his desires and needs.

14 9) PLAINTIFF was shocked that Adult Protective Services had been contacted and had  
15 interfered with the care of his biological uncle.\_

16 10) PLAINTIFF's Uncle Rick has also supported PLAINTIFF'S non-profit organization, by  
17 contributing regular donations and was involved in meeting the needs of the organization.\_

18 11) PLAINTIFF has been falsely charged with 21 felony counts of embezzlement in which his  
19 uncle clearly communicated all allocations of transactions.\_

20 12) PLAINTIFF has been deprived of several guaranteed and protected Rights and has also  
21 suffered extreme distress by the injustice inflicted upon him, by the DEFENDANTS.

22 13) These injuries have caused irreparable damage to PLAINTIFFS life, liberty, property and  
23 relationship with PLAINTIFF'S uncle.

1 **14)** Moreover, great damage has been done against PLAINTIFF'S reputation in addition to  
2 monetary losses.

3 **15)** PLAINTIFF brings this action against DEFENDANTS for deprivation of Rights and multiple  
4 tort claims, at minimum.

5  
6 **16)** All DEFENDANTS knowingly and willingly acted with deliberate indifference and under  
7 color of law, independently and also in concert together.

8 **II. JURISDICTION AND VENUE**

9  
10 **17)** The Jurisdiction of this Court is in the nature of Federal Question, (a.) 28 U.S.C. Section  
11 1331; 42 U.S.C. 1983, 1985; and the First, Fourth, Fifth, Ninth and Fourteenth amendments  
12 to the United States Constitution

13 **18) 6)** This Court has further jurisdiction under 28 U.S.C. Sections 1343 (Civil Rights) and  
14 2201-02 (declaratory relief).

15 **19) 7)** Additionally, supplemental jurisdiction exists with this court under the provisions of 28  
16 U.S.C. Section 1367(a) as to the remaining counts arising under the Pennsylvania California  
17 State Constitution and State Laws from the same set of operative facts.

18  
19 **20) 8)** The operative facts contained herein caused this claim to arise under the provisions of the  
20 United States Constitution, and under 42 U.S.C. Section 1983, 1985.

21 **21) 9)** Venue is proper because all events giving rise to this complaint occurred within this  
22 district as provided in 28 U.S.C. Section 1391(b).

23  
24 **22) III. PARTIES TO THIS ACTION**

25 **23) 10)** Plaintiff, ALAN THOMAS ROCKWELL, hereinafter referred to as,  
26 PLAINTIFF" does domicile and reside in California, at  
27 all times relevant.  
28

1 **24) 11) DEFENDANT, MICHAEL CHOATE**, hereinafter referred to as, "MR. CHOATE", does  
2 domicile and reside in California, at all times relevant, was working in concert with  
3 MELISSA BROAHARD and was also acting in some form as an APS representative. MR.  
4 CHOATE also acting privately. MR. CHOATE is being sued as an individual and as an agent  
5 of APS.  
6

7  
8 **25) DEFENDANT, DENISE CHOATE**, hereinafter referred to as, "MRS. CHOATE", does  
9 domicile and reside in California, at all times relevant, was working in concert with  
10 MELISSA BROAHARD and was also acting in some form as an APS representative. MRS.  
11 CHOATE also acting privately. MRS. CHOATE is being sued as an individual and as an  
12 agent of APS.  
13

14 **26) DEFENDANT, MELISSA BROAHARD**, hereinafter referred to as, "BROAHARD", at all  
15 times relevant was acting as an agent of Adult Protective Services of TUOLUMNE  
16 COUNTY, and was employed, enriched, and compensated for performing her duties for APS.  
17 BROAHARD is being sued in her official capacity as well as her individual capacity.  
18

19 **27) DEFENDANT, TUOLUMNE COUNTY**, hereinafter referred to as, "COUNTY", is a  
20 political subdivision of the State of California, and is being sued as a person.  
21

22 **28) DEFENDANTS, DOES 1-50**, will be named after discovery has been conducted.

23 **29) IV. FACTUAL ALLEGATIONS**

24 **30)**

25 **31)**

26 **32)**  
27  
28

1 **33)** PLAINTIFF was reunited with his biological uncle, Patrick Oliver Thomas, herein after  
2 referred to as Uncle Rick, in January of 2019.

3 **34)** Upon Uncle Rick's request, PLAINTIFF went shopping and delivered groceries to his  
4 uncle's house, which is PLAINTIFF'S usual practice to serve the veterans in community.

5  
6 **35)** Upon arrival at Uncle Rick's residence, PLAINTIFF was shocked and appalled of the living  
7 conditions of his uncle's household, which were profoundly unsanitary. .

8 **36)** PLAINTIFF discovered during this visit to his uncle's house, that his uncle had gangrene on  
9 his foot, which was quickly verified by doctors, and also and was also facing eviction  
10 because of his Uncle Rick's son's encounters with law enforcement.

11  
12 **37)** PLAINTIFF immediately called an ambulance that took his uncle to Sonora Regional  
13 Medical Center the hospital because of the urgency and appearance of Uncle Rick's  
14 condition.

15 **38)** for emergency care and PLAINTIFF also moved Uncle Rick's personal belongings and items  
16 to the PLAINTIFF'S house, at the direction of Uncle Rick.

17  
18 **39)** During Uncle Rick's rehabilitation and recovery, in which he was hospitalized for 6 months  
19 in 2 hospitals, PLAINTIFF made multiple trips to move all of Uncle Rick's personal items  
20 and property to PLAINTIFF'S residence so that PLAINTIFF could provide housing and  
21 proper care to his uncle during his rehabilitation and recovery.

22 **40)** Uncle Rick moved in with PLAINTIFF in the middle of June of 2019.

23  
24 **41)** PLAINTIFF started caring his uncle's diabetic condition, including keeping him on a  
25 regiment of medications that was not being followed previously in which led to Uncle Rick's  
26 subsequent hospitalization.

1 **42)** PLAINTIFF also purchased and cooked meals regularly, and also administrated social and  
2 financial responsibilities.

3 **43)** The service that PLAINTIFF gave his uncle was regular transportation to doctor's  
4 appointments, trips to restaurants including Baskin Robbins and occasional social gatherings  
5 at the VFW meetings.

6  
7 **44)** PLAINTIFF also discovered that Uncle Rick's identification had been stolen and multiple  
8 fraudulent accounts were open, including a PO BOX, phone, and a Fingerhut account.

9 **45)** PLAINTIFF'S uncle asked for help to resolve these issues which led to becoming Power-of-  
10 Attorney (**See Exhibit A**) for Uncle Rick, which included medical and financial  
11 administrative tasks.

12  
13 **46)** Uncle Rick wanted to be able to have access to the waterfront, so PLAINTIFF rented heavy  
14 equipment and cleared a pathway for Uncle Rick's scooter to have access.

15 **47)** Uncle Rick also wanted to build his dream motorcycle, so PLAINTIFF built a workshop in  
16 PLAINTIFF'S garage for Uncle Rick's project.

17  
18 **48)** PLAINTIFF'S role was not only a loving nephew, but also a full-time caretaker in all  
19 respects, while providing a positive social environment because PLAINTIFF is involved in  
20 volunteering in his community..

21 **49)** PLAINTIFF'S non-profit organization is Pilot of Wishes, in which the organization grants  
22 veterans' final wishes.

23  
24 **50)** Additionally, Uncle Rick was passionately inspired by PLAINTIFF'S organization and  
25 wanted to get involved by giving and associating with many of PLAINTIFF'S friends and  
26 colleagues. This provided a great social environment for Uncle Rick, as well as providing  
27 purpose.  
28

1 51) Uncle Rick wanted to be able to have access to the waterfront, so PLAINTIFF rented heavy  
2 equipment and cleared a pathway for Uncle Rick's scooter to have access.

3 52) Uncle Rick also wanted to build his dream motorcycle, so PLAINTIFF built a workshop on  
4 the property of Pilots for Wishes for Uncle Rick's project. Uncle Rick willingly donated the  
5 money for this project.  
6

7 53) Also, in mid-June , PLAINTIFF invited acquaintances, DEFENDANTS MICHAEL  
8 and DENISE CHOATE to be temporary house guests because they were homeless displaced  
9 and was allegedly waiting for housing.  
10

11 54) PLAINTIFF purchased approximately 90% of the food that he also cooked for his Uncle  
12 and the CHOATE'S family. which included their minor daughter.

13 55) THE CHOATE'S were very sloppy houseguests, brought in two dogs (one of which had  
14 puppies) and a cat, and began to exploit the good nature of the PLAINTIFF by not following  
15 through with their own housing arrangements. (See multiple affidavits).  
16

17 56) Further, THE CHOATE'S grew marijuana in the garage running up extreme electric bills, that  
18 they never paid nominal amounts for., also they began to groom Uncle Rick to turn against  
19 PLAINTIFF.

20 57) PLAINTIFF'S friend and colleagues would visit the residence and be astounded that  
21 PLAINTIFF would not only cook for THE CHOATES but would also regularly clean up their  
22 messes. During THE CHOATES stay at PLAINTIFF'S residence, they never contributed to  
23 any rent and only gave about what amounted to 10% of the food that they would consume.  
24

25 58) MRS. CHOATE would regularly raid PLAINTIFF'S liquor cabinet and would apologize  
26 afterwards.  
27  
28

1 59) On April 6, 2020, PLAINTIFF was contacted by Tuolumne County Adult Protective Services,  
2 DEFENDANT, Agent MELISSA .

3 60) During this phone call, DEFENDANT, MELISSA instructed PLAINTIFF not to return to his  
4 residence in which PLAINTIFF was the primary leaseholder. Further, PLAINTIFF was  
5 instructed not to contact his Uncle Rick and that his Power-of-Attorney was severed.  
6

7 61) This happened during the early stages of the lockdown for COVID-19 pandemic, which left  
8 PLAINTIFF and his 2-year-old son displaced.

9 62) PLAINTIFF was unaware that DEFENDANTS CHOATES had been grooming Uncle Rick to  
10 turn against PLAINTIFF, which was communicated to him by PLAINTIFF'S friends.  
11

12 63) PLAINTIFF thought he was finally relieved of THE CHOATES after "carrying them" for  
13 several months and found housing for them and loaned them a 26 ft. travel trailer and towed it  
14 to their new alleged housing, believing they would be moving out.

15 64) On April 6, 2020, PLAINTIFF was contacted by Tuolumne County Adult Protective Services,  
16 DEFENDANT, Agent BROAHARD .  
17

18 65) During this phone call, DEFENDANT, BROAHARD instructed PLAINTIFF not to return to  
19 his residence in which PLAINTIFF was the primary leaseholder. Further, PLAINTIFF was  
20 instructed not to contact his Uncle Rick and that his Power-of-Attorney was severed.

21 66) This happened during the early stages of the lockdown for COVID-19 pandemic, which left  
22 PLAINTIFF and his 2-year-old son displaced.  
23

24 67) While PLAINTIFF was being displaced, THE CHOATES became Uncle Rick's primary  
25 caregiver via TUOLUMNE COUNTY APS, in which they neglected to water all of  
26 PLAINTIFF'S plants which died, in addition to regular maintenance and upkeep on  
27 PLAINTIFF'S lawfully leased property.  
28



1 68) Further, THE CHOATES invited their friends to illegally mine for precious metal, on the  
2 property in which law enforcement came into investigate.

3 69) DEFENDANTS CHOATES lambasted, lied, defamed, threatened, and intimidated  
4 PLAINTIFF to throw false light as if PLAINTIFF was this horrible person and that THE  
5 CHOATES were there to rescue Uncle Rick.

6  
7 70) These defamatory statements were made on Facebook and caused great damage to  
8 PLAINTIFF'S reputation including alienating him from many of his friends. This caused  
9 extreme emotional distress, public humiliation, and loss of worth.

10  
11 71) Before the PLAINTIFF'S scheduled arraignment of his criminal charges, PLAINTIFF  
12 contracted COVID and contacted the courthouse and his bail bondsperson and said that he  
13 was quarantined and could not attend the hearing. Both parties acknowledged his  
14 correspondence.

15 72) On February 22, 2021, Heather Schoon, PLAINTIFF'S power-of-attorney, contacted the  
16 courthouse to confirm PLAINTIFF'S absence, (*See Exhibit 1, affidavit of Heather Schoon*).

17  
18 73) The Court conformed with Heather Schoon that a warrant was mistakenly issued for failure to  
19 appear, but then was pulled and the clerk confirmed that there was no warrant current.

20 74) On March 5<sup>th</sup>, 2021, PLAINTIFF was unlawfully arrested because of fatal errors by  
21 TUOLUMNE COUNTY Court and other actors that had previously told him that the mistaken  
22 warrant had been quashed, when in fact, the Court and other actors failed in their fiduciary  
23 duties to diligently protect PLAINTIFF'S Rights against unlawful arrest.

24  
25 75) PLAINTIFF believes he was owed a care of duty by TUOLUMNE COUNTY, prosecuting  
26 attorney, Court staff, and cooperating actors who unlawfully, willfully, and knowingly  
27 violated PLAINTIFF'S guaranteed Rights.  
28

1 76) PLAINTIFF believed all violations against his Rights by all DEFENDANTS were done  
2 consciously and deliberately with indifference.

3 77) PLAINTIFF brings this action against TUOLUMNE COUNTY, APS social worker,  
4 MELISSA, and also MICHAEL and DENISE CHOATE for deprivation of Rights under color  
5 of law, and multiple torts claims that has caused PLAINTIFF injury, harm, and loss.  
6

### 7 8 V. CONCLUSION

9  
10 78) In conclusion, PLAINTIFF believes that DEFENDANTS BROHARD, TUOLUMNE  
11 COUNTY prosecutor committed gross negligence by failing to properly inspect anything that  
12 resembled facts concerning the false allegations against PLAINTIFF.  
13

14 79) Further, MR. and MRS. CHOATE deliberately and maliciously defamed and lied to have  
15 PLAINTIFF unlawfully removed from his lawfully leased property in concert with APS  
16 agent, DEFENDANT BROHARD without any validated and verified articulable facts.  
17

18 80) Moreover, PLAINTIFF believes the CHAOTES groomed PLAINTIFF'S uncle into believing  
19 that PLAINTIFF was (allegedly) stealing PLAINTIFF'S uncle's money because they  
20 fraudulently gained a foothold into extended stay at PLAINTIFF'S residence without costs,  
21 while continually and unlawfully growing marijuana and unlawfully mining on the property.

22 81) Finally, all DEFENDANTS violated clearly established law by acting consciously, and  
23 deliberately indifferent to PLAINTIFF'S secured, protected, and guaranteed Rights, while  
24 acting under the color of law. Further, DEFENDANTS are general and proximate causes of  
25 injury.  
26

27 82)  
28

### VI. COUNTS

**CIVIL RIGHTS VIOLATIONS  
INJUNCTIVE RELIEF**

**COUNT I**

**DEPRIVATION OF RIGHTS**

83) PLAINTIFF incorporates all of the previous paragraphs herein. DEFENDANT BROHARD knowingly and willfully violated 42 USC Section 1983, and Fifth Amendment of the US Constitution, whole acting under the color of law or color of authority, by unlawfully evicting PLAINTIFF from his residence, without anything resembling due process, and did empower DEFENDANTS, MR. and MRS. CHOATE to unlawfully live rent-free at PLAINTIFF'S residence and empowered them to become primary caregiver to PLAINTIFF'S uncle. Because of BROHARDS incompetence and blatant disregard of the law, PLAINTIFF suffered injury, harm, and loss because PLAINTIFF had a Right to all procedural and substantive due process concerning secured Rights.

**COUNT II**

**DEPRIVATION OF RIGHTS**

84) PLAINTIFF incorporates all of the previous paragraphs herein. DEFENDANT TUOLUMNE COUNTY, failed to properly oversee employees and actors from violating PLAINTIFF'S Rights in the following manner. DEFENDANT TUOLUMNE COUNTY, failed and neglected to protect PLAINTIFF from unlawful arrest, because of customs, policies, and practices and were negligent in communicating their procedures to their employees. Courthouse clerk was deliberately indifferent to ensure that her communication to PLAINTIFF'S power-of-attorney was true concerning that his warrant for PLAINTIFF'S warrant had been pulled. She emphatically confirmed when this was not true. COUNTY has a long history of neglecting this process concerning unlawful arrests. PLAINTIFF has a

1 Right to not suffer injury, harm, and loss by COUNTY because PLAINTIFF was unlawfully  
2 arrested because of their negligence.\_\_\_\_

3 **85)** **COUNT III**

4 **86)** **DEPRIVATION OF RIGHTS**

5  
6 **87)** PLAINTIFF incorporates all of the previous paragraphs herein. DEFENDANT, MR.  
7 CHOATE, knowingly and willfully made false statements against PLAINTIFF, leading to  
8 PLAINTIFF to become homeless because TUOLUMNE COUNTY agent, BROHARD,  
9 ordered PLAINTIFF not to return to his home because of conspiratorial and blatant lies about  
10 PLAINTIFF. PLAINTIFF has a Right to be secure against perjured statements leading to  
11 false criminal charges and unlawful eviction. As a result of MR. CHOATE'S actions,  
12 PLAINTIFF suffered injury, harm, and loss. MR. CHOATE worked in concert with  
13 BROHART to violate and deprive PLAINTIFF of his protected Rights.  
14

15 **COUNT IV**

16 **DEPRIVATION OF RIGHTS**

17  
18 **88)** PLAINTIFF incorporates all of the previous paragraphs herein. DEFENDANT, MRS.  
19 CHOATE, knowingly and willfully made false statements against PLAINTIFF, leading to  
20 PLAINTIFF to become homeless because TUOLUMNE COUNTY agent, BROHARD,  
21 ordered PLAINTIFF not to return to his home because of conspiratorial and blatant lies about  
22 PLAINTIFF. PLAINTIFF has a Right to be secure against perjured statements leading to  
23 false criminal charges and unlawful eviction. As a result of MRS. CHOATE'S actions,  
24 PLAINTIFF suffered injury, harm, and loss. MRS. CHOATE worked in concert with  
25 BROHART to violate and deprive PLAINTIFF of his protected Rights.  
26

27 **COUNT V**

**DEFAMATION**

**89)** PLAINTIFF incorporates all of the previous paragraphs herein. DEFENDANT, MR.

CHOATE willfully and knowingly defamed PLAINTIFF causing irreparable harm to his reputation as a person and as a businessman in the community and continues to this day with deliberate intent. MR. CHOATE did premeditatively befriended all of PLAINTIFF'S friends on Facebook and began to slander PLAINTIFF'S character with false allegations. This slanderous campaign was supporting MR. CHOATE'S narrative that PLAINTIFF was abusive, con artist, and many other harmful accusations. This supported MR. CHOATE'S untruthful claims that falsely supported the actions that had PLAINTIFF ultimately unlawfully removed from his home, and falsely criminally charged. This also caused great humiliation because of many of the PLAINTIFF'S friends on Facebook, and also in personal relationships viewed these posts and responded negatively to the PLAINTIFF. PLAINTIFF has a Right to not be illegally defamed on social media and, or in the community.

**90)**

**COUNT VI**

**DEFAMATION**

**91)** PLAINTIFF incorporates all of the previous paragraphs herein. DEFENDANT, MRS.

CHOATE willfully and knowingly defamed PLAINTIFF causing irreparable harm to his reputation as a person and as a businessman in the community and continues to this day with deliberate intent. MRS. CHOATE did premeditatively befriended all of PLAINTIFF'S

1 friends on Facebook and began to slander PLAINTIFF'S character with false allegations.  
 2 This slanderous campaign was supporting MRS. CHOATE'S narrative that PLAINTIFF was  
 3 abusive, con artist, and many other harmful accusations. This supported MRS. CHOATE'S  
 4 untruthful claims that falsely supported the actions that had PLAINTIFF ultimately  
 5 unlawfully removed from his home, and falsely criminally charged. This also caused great  
 6 humiliation because of many of the PLAINTIFF'S friends on Facebook, and also in personal  
 7 relationships viewed these posts and responded negatively to the PLAINTIFF. PLAINTIFF  
 8 has a Right to not be illegally defamed on social media and, or in the community.  
 9  
 10

### 11 **COUNT VII**

#### 12 **INVASION OF PRIVACY**

13 **92)** PLAINTIFF incorporates all of the previous paragraphs herein. DEFENDANT, MR.

14 CHOATE, unlawfully invaded and intruded on PLAINTIFF'S private room in his house, in  
 15 which MR. CHOATE had unlawfully taken over. DEFENDANT, MR. CHOATE, placed  
 16 false light on PLAINTIFF with the aforementioned lies and slander of his character. MR.  
 17 CHOATE stole multiple personal items from PLAINTIFF'S room. One of these items was a  
 18 partially naked picture and mailed this photo to an unknown individual. This photo ended up  
 19 posted on Facebook. These deeds were done with malice, and were publicized without  
 20 PLAINTIFF'S permission, violating PLAINTIFF'S private life.  
 21

22 **93)**

23 **94)**

#### 24 **PRAYER OF RELIEF**

25 PLAINTIFF asks for \$250,000 for every deprivation of Right.

26 PLAINTIFF asks for \$100,000 for every tort claim.

27 PLAINTIFF reserves the Right to amend this complaint.  
 28


1 PLAINTIFF asks for special and punitive damages.

2 PLAINTIFF asks for further relief deemed proper by the Court.

3  
4  
5  
6 A.

7 Dated this 4th Day of April, 2022

8  
9 Respectfully submitted,

10  
11  
12   
13 Heather Schoon, POA  
14 POA for Allan Thomas  
15 Rockwell

16  
17 Allan Thomas Rockwell  
18 Pro se  
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21  
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23  
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28



# Exhibit A

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## CALIFORNIA GENERAL DURABLE POWER OF ATTORNEY

THE POWERS YOU GRANT BELOW ARE EFFECTIVE  
EVEN IF YOU BECOME DISABLED OR INCOMPETENT

**CAUTION: A DURABLE POWER OF ATTORNEY IS AN IMPORTANT LEGAL DOCUMENT. BY SIGNING THE DURABLE POWER OF ATTORNEY, YOU ARE AUTHORIZING ANOTHER PERSON TO ACT FOR YOU, THE PRINCIPAL. BEFORE YOU SIGN THIS DURABLE POWER OF ATTORNEY, YOU SHOULD KNOW THESE IMPORTANT FACTS: YOUR AGENT (ATTORNEY-IN-FACT) HAS NO DUTY TO ACT UNLESS YOU AND YOUR AGENT AGREE OTHERWISE IN WRITING. THIS DOCUMENT GIVES YOUR AGENT THE POWERS TO MANAGE, DISPOSE OF, SELL, AND CONVEY YOUR REAL AND PERSONAL PROPERTY, AND TO USE YOUR PROPERTY AS SECURITY IF YOUR AGENT BORROWS MONEY ON YOUR BEHALF. THIS DOCUMENT DOES NOT GIVE YOUR AGENT THE POWER TO ACCEPT OR RECEIVE ANY OF YOUR PROPERTY, IN TRUST OR OTHERWISE, AS A GIFT, UNLESS YOU SPECIFICALLY AUTHORIZE THE AGENT TO ACCEPT OR RECEIVE A GIFT. YOUR AGENT WILL HAVE THE RIGHT TO RECEIVE REASONABLE PAYMENT FOR SERVICES PROVIDED UNDER THIS DURABLE POWER OF ATTORNEY UNLESS YOU PROVIDE OTHERWISE IN THIS POWER OF ATTORNEY. THE POWERS YOU GIVE YOUR AGENT WILL CONTINUE TO EXIST FOR YOUR ENTIRE LIFETIME, UNLESS YOU STATE THAT THE DURABLE POWER OF ATTORNEY WILL LAST FOR A SHORTER PERIOD OF TIME OR UNLESS YOU OTHERWISE TERMINATE THE DURABLE POWER OF ATTORNEY.**

**THE POWERS YOU GIVE YOUR AGENT IN THIS DURABLE POWER OF ATTORNEY WILL CONTINUE TO EXIST EVEN IF YOU CAN NO LONGER MAKE YOUR OWN DECISIONS RESPECTING THE MANAGEMENT OF YOUR PROPERTY. YOU CAN AMEND OR CHANGE THIS DURABLE POWER OF ATTORNEY ONLY BY EXECUTING A NEW DURABLE POWER OF ATTORNEY OR BY EXECUTING AN AMENDMENT THROUGH THE SAME FORMALITIES AS AN ORIGINAL. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME, SO LONG AS YOU ARE COMPETENT.**

**THIS DURABLE POWER OF ATTORNEY MUST BE DATED AND MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC OR SIGNED BY TWO WITNESSES. IF IT IS SIGNED BY TWO WITNESSES, THEY MUST WITNESS EITHER (1) THE SIGNING OF THE POWER OF ATTORNEY OR (2) THE PRINCIPAL'S SIGNING OR ACKNOWLEDGMENT OF HIS OR HER SIGNATURE. A DURABLE POWER OF ATTORNEY THAT MAY AFFECT REAL PROPERTY SHOULD BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC SO THAT IT MAY EASILY BE RECORDED.**

**YOU SHOULD READ THIS DURABLE POWER OF ATTORNEY CAREFULLY. WHEN EFFECTIVE, THIS DURABLE POWER OF ATTORNEY WILL GIVE YOUR AGENT THE RIGHT TO DEAL WITH PROPERTY THAT YOU NOW HAVE OR MIGHT ACQUIRE IN THE FUTURE. THE DURABLE POWER OF ATTORNEY IS IMPORTANT TO YOU. IF YOU DO NOT UNDERSTAND THE DURABLE POWER OF ATTORNEY, OR ANY PROVISION OF IT, THEN YOU SHOULD OBTAIN THE ASSISTANCE OF AN ATTORNEY OR OTHER QUALIFIED PERSON.**

**NOTICE TO PERSON ACCEPTING THE APPOINTMENT AS ATTORNEY-IN-FACT BY ACTING OR AGREEING TO ACT AS THE AGENT (ATTORNEY-IN-FACT) UNDER THIS POWER OF ATTORNEY YOU ASSUME THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT. THESE RESPONSIBILITIES INCLUDE:**

- 1. THE LEGAL DUTY TO ACT SOLELY IN THE INTEREST OF THE PRINCIPAL AND TO AVOID CONFLICTS OF INTEREST.**
- 2. THE LEGAL DUTY TO KEEP THE PRINCIPAL'S PROPERTY SEPARATE AND DISTINCT**



CLIENT COPY

Page 2 of 8.

Date: 3/14/2019 Time: 5:42:38 PM (US Central Time) Scanned From IP:

FROM ANY OTHER PROPERTY OWNED OR CONTROLLED BY YOU. YOU MAY NOT TRANSFER THE PRINCIPAL'S PROPERTY TO YOURSELF WITHOUT FULL AND ADEQUATE CONSIDERATION OR ACCEPT A GIFT OF THE PRINCIPAL'S PROPERTY UNLESS THIS POWER OF ATTORNEY SPECIFICALLY AUTHORIZES YOU TO TRANSFER PROPERTY TO YOURSELF OR ACCEPT A GIFT OF THE PRINCIPAL'S PROPERTY. IF YOU TRANSFER THE PRINCIPAL'S PROPERTY TO YOURSELF WITHOUT SPECIFIC AUTHORIZATION IN THE POWER OF ATTORNEY, YOU MAY BE PROSECUTED FOR FRAUD AND/OR EMBEZZLEMENT. IF THE PRINCIPAL IS 65 YEARS OF AGE OR OLDER AT THE TIME THAT THE PROPERTY IS TRANSFERRED TO YOU WITHOUT AUTHORITY, YOU MAY ALSO BE PROSECUTED FOR ELDER ABUSE UNDER PENAL CODE SECTION 368. IN ADDITION TO CRIMINAL PROSECUTION, YOU MAY ALSO BE SUED IN CIVIL COURT. I HAVE READ THE FOREGOING NOTICE AND I UNDERSTAND THE LEGAL AND FIDUCIARY DUTIES THAT I ASSUME BY ACTING OR AGREEING TO ACT AS THE AGENT (ATTORNEY-IN-FACT) UNDER THE TERMS OF THIS POWER OF ATTORNEY.

DATE: Feb 20, 2019


  
(SIGNATURE OF AGENT)

Allan Thomas Rockwell  
(PRINT NAME OF AGENT)

### CALIFORNIA GENERAL DURABLE POWER OF ATTORNEY

THE POWERS YOU GRANT BELOW ARE EFFECTIVE  
EVEN IF YOU BECOME DISABLED OR INCOMPETENT

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO. THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE TO BE EFFECTIVE EVEN IF YOU BECOME DISABLED, INCAPACITATED, OR INCOMPETENT.

I, PATRICK THOMAS OLIVER,   
San Jose Ca 95130 (insert your name and address) appoint  
Allan Thomas Rockwell, San Jose Ca (insert the name and address of the  
person appointed) as my Agent (attorney-in-fact) to act for me in any lawful way with respect to  
the following initialed subjects:

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND  
IGNORE THE LINES IN FRONT OF THE OTHER POWERS.

TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS,  
INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

Date: 3/14/2019 Time: 5:42:38 PM (US Central Time) Scanned From IP:

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

Note: If you initial Item A or Item B, which follow, a notarized signature will be required on behalf of the Principal.

INITIAL

  A   (A) Real property transactions. To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situated in the State of California, under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt.

  B   (B) Tangible personal property transactions. To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest therein, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of the State of California or any applicable state, or otherwise hypothecate (pledge), and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper.

  C   (C) Stock and bond transactions. To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.

  D   (D) Commodity and option transactions. To organize or continue and conduct any business which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the operation of any business and engage, compensate and discharge business managers, employees, agents, attorneys, accountants and consultants; and, in general, exercise all powers with respect to business interests and operations which the principal could if present and under no disability.

  E   (E) Banking and other financial institution transactions. To make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations. To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill of exchange, check, draft, purchase, contract, note, or

Date: 3/14/2019 Time: 5:42:38 PM (US Central Time) Scanned From IP:

trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent. To borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part. To have free access at any time or times to any safe deposit box or vault to which I might have access.

*P. 12* (F) Business operating transactions. To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in.

*P. 12* (G) Insurance and annuity transactions. To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate the beneficiary of same; provided, however, that my Agent cannot designate himself or herself as beneficiary of any such insurance contracts.

*P. 12* (H) Estate, trust, and other beneficiary transactions. To accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at the death of the principal and is then distributable to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trusts which the principal could exercise if present and under no disability; provided, however, that the Agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the Agent unless specific authority to that end is given.

*P. 12* (I) Claims and litigation. To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.

*P. 12* (J) Personal and family maintenance. To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Agent shall deem proper.

*P. 12* (K) Benefits from Social Security, Medicare, Medicaid, or other governmental programs, or military service. To prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service, and governmental benefits, including but not limited to Medicare and Medicaid, which the principal could exercise if present and under no disability.

*P. 12* (L) Retirement plan transactions. To contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee

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benefit plan); select and change payment options for the principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the principal could if present and under no disability.

*P. J. [Signature]* (M) Tax matters. To prepare, to make elections, to execute and to file all tax, social security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.

*J. [Signature]* (N) ALL OF THE POWERS LISTED ABOVE. YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

#### SPECIAL INSTRUCTIONS:

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

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THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

THIS POWER OF ATTORNEY SHALL BE CONSTRUED AS A GENERAL DURABLE POWER OF ATTORNEY AND SHALL CONTINUE TO BE EFFECTIVE EVEN IF I BECOME DISABLED, INCAPACITATED, OR INCOMPETENT.

(YOUR AGENT WILL HAVE AUTHORITY TO EMPLOY OTHER PERSONS AS NECESSARY TO ENABLE THE AGENT TO PROPERLY EXERCISE THE POWERS GRANTED IN THIS FORM, BUT YOUR AGENT WILL HAVE TO MAKE ALL DISCRETIONARY DECISIONS. IF YOU WANT TO GIVE YOUR AGENT THE RIGHT TO DELEGATE DISCRETIONARY DECISION-MAKING POWERS TO OTHERS, YOU SHOULD KEEP THE NEXT SENTENCE, OTHERWISE IT SHOULD BE STRICKEN.)

Authority to Delegate. My Agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my Agent may select, but such delegation may be amended or revoked by any agent (including

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any successor) named by me who is acting under this power of attorney at the time of reference.

(YOUR AGENT WILL BE ENTITLED TO REIMBURSEMENT FOR ALL REASONABLE EXPENSES INCURRED IN ACTING UNDER THIS POWER OF ATTORNEY. STRIKE OUT THE NEXT SENTENCE IF YOU DO NOT WANT YOUR AGENT TO ALSO BE ENTITLED TO REASONABLE COMPENSATION FOR SERVICES AS AGENT.)

**Right to Compensation.** My Agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

(IF YOU WISH TO NAME SUCCESSOR AGENTS, INSERT THE NAME(S) AND ADDRESS(ES) OF SUCH SUCCESSOR(S) IN THE FOLLOWING PARAGRAPH.)

**Successor Agent.** If any Agent named by me shall die, become incompetent, resign or refuse to accept the office of Agent, I name the following (each to act alone and successively, in the order named) as successor(s) to such Agent:

Vicktorie Martinez

**Choice of Law.** THIS POWER OF ATTORNEY WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. IT WAS EXECUTED IN THE STATE OF CALIFORNIA AND IS INTENDED TO BE VALID IN ALL JURISDICTIONS OF THE UNITED STATES OF AMERICA AND ALL FOREIGN NATIONS.

I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my Agent.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party learns of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this 20<sup>th</sup> day of February, 2019

[Signature]  
[Your Signature]

[Redacted]  
[Your Social Security Number]

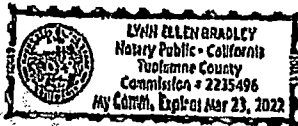
### CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA  
COUNTY OF Tuolumne

This document was acknowledged before me on 2-20-19 (Date) by  
LYNN ELLEN BRADLEY (name of principal).

Date: 3/14/2019 Time: 5:42:38 PM (US Central Time) Scanned From IP:

(Notary Seal, if any):



*Lynn Ellen Bradley*  
(Signature of Notarial Officer)

Notary Public for the State of California

My commission expires: 03-23-2022

**ACKNOWLEDGMENT OF AGENT**

BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, THE AGENT ASSUMES THE  
FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

Allan Thomas Rockwell  
(Typed or Printed Name of Agent)

*Allan Thomas Rockwell*  
(Signature of Agent)

**PREPARATION STATEMENT**

This document was prepared by the following individual:

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Signature)



Date: 3/14/2019 Time: 5:42:38 PM (US Central Time) Scanned From IP:

## CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

Notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

Tulare

On 2-20-19 before me,

Notary Public  
LYNN ELLEN BRADLEY

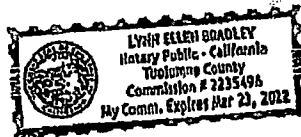
Here Insert Name and Title of the Officer

personally appeared

Patric Thomas Oliver

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Lynn Ellen Bradley

Signature of Notary Public

Place Notary Seal and/or Stamp Above

## OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

## Description of Attached Document

Title or Type of Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Document Date: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

## Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

☐ Corporate Officer - Title(s): \_\_\_\_\_☐ Partner - ☐ Limited ☐ General☐ Individual ☐ Attorney In Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer - Title(s): \_\_\_\_\_☐ Partner - ☐ Limited ☐ General☐ Individual ☐ Attorney In Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

# Exhibit 1

## AFFIDAVIT OF HEATHER SCHOON

I, Heather Schoon, swear that the information in my sworn statement is truthful to the best of my knowledge and understanding.

My name is Heather Schoon. I am 50 years old. I own my own boutique and I currently reside at: 20943 Spanish Grant Dr. Sonora CA.

I met Allan Thomas Rockwell 2 years ago when I was a volunteer on the board of Project Feed Our Kids and have continued to volunteer with him helping others in need in our community.

1. I called and spoke with a clerk in the criminal department of the Tuolumne County Court on Monday February 22, 2021 at 1:44 P.M (See attached phone log). I gave her the case number and asked if the Reinstatement form for Mr. Rockwell needed to be filed. She said that if it is already stamped and signed by the judge then it was already filed in court on Feb.19,2021.

2. I called the clerk at the Tuolumne County Court Criminal Division back a few minutes later to ask her if a Reinstatement fee needed to be paid and she told me "No, as it was already signed and filed".

3. I saw a public post on social media saying that Mr. Rockwell had a warrant for his arrest (See attached post from Facebook). I pulled up Tuolumne County Crime Graphics and saw that it was also posted on that site (See attached page from Tuolumne County Crime Graphics).

4. On Monday March 1, 2021 I went to the Tuolumne County Court house located at 60 North Washington Street, Sonora California and spoke with a clerk at the front window. I asked her if I needed to file the Reinstatement Form for Mr. Rockwell or pay a fee. She told me "No it is already filed: I asked her "If there was an active warrant for Mr. Rockwell and she said, "No it was entered and then pulled". I asked her for the minutes from Mr. Rockwell's February 19, 2021 hearing. She came back to the window with the minutes. She looked through the minutes and she said, "Yes he appeared, so there is no warrant". I asked her "Why there was a warrant on Crime Graphics?" and she said, "The system has not caught up yet and she reassured me that there is not an active warrant."



5. On Friday March 5, 2021 at 4:50 P.M, I received a phone call from Mr. Rockwell asking me to tell the Tuolumne County Deputies what I was told from the court clerks and to send a picture of the Reinstatement Form and Minutes from his February 19, 2021 court hearing. So, I did.

6. On Friday March 5, 2021 at 4:59 P.M. I received a phone call from a deputy saying that Mr. Rockwell was being arrested and to call Osar Martinez (the bail bonds man).

7..Oscar Martinez called the jail at approximately at 6:15 P.M. on March 5, 2021 regarding Mr. Rockwell's arrest. The Sargent was on speaker and I heard her say that he needed a receipt of \$75.00 for the Reinstatement fee. The Sargent told Mr. Martinez that Mr. Rockwell could post the \$40,000 bail or stay in jail for the weekend until someone paid the \$75 reinstatement fee on Monday.

8 .Oscar Martinez went to the jail at approximately 6:30 P.M. on March 5, 2021 and posted bail for Mr. Rockwell.

9. .Mr. Rockwell was released at about 9:15 P.M. on March 5, 2021.

10. I went to the Tuolumne County clerks office on Monday March 8, 2021. I told the clerk that Mr. Rockwell was arrested on an active warrant for not paying the \$ 75 Reinstatement fee. She said "They did not arrest him for not paying a \$75 fee. He must have done something else." She did not understand and went back and forth between speaking with me and her supervisor (Stacey Spring). Stacey then came to the window. I explained that I was told that I did not have to pay a fee. She replied, "Yes there was a \$75 reinstatement fee." She apologized for the clerk telling me that there was not. She said that the bail would be exonerated..

*Heather Schoon*



Heather Schoon

Date: 3/12/21

*See Attached  
Document*

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


*AR*



**Tuolumne County  
Court /Criminal  
Div**


Mobile

533-5563




Address/Home

Sonora-Main Da, CA




To view recent events involving  
you and your contacts, the  
Contacts app must be allowed  
to access your events.


ALLOW



**Feb 22 1:58 PM**  
Outgoing call/Mobile  
4 mins 30 sec



**Feb 22 1:44 PM**  
Outgoing call/Mobile  
5 mins 15 sec



**Feb 22 1:41 PM**  
Outgoing call/Mobile

← Search

Like

Comment

Share



Feb 27 •

Some people collect stamps. Some people collect warrants for elder abuse.

#onejustwasntenough

Date	Name	Charge(s)	BAIL	Person Details	Photo
02/25/2021	ROCKWELL, ALLI368 ( D)	PC X12	40000	Age: 54 Sex: Male Race: White Height: 6' 1" Weight: 210 Hair: Gray Eyes: Blue	

Howard White and 5 others

Like

Comment

Share

**Tuolumne County Sheriff**


Name:

*Name is optional and should be entered as either Last Name, First Name, just the Last Name, or part of the Last Name.*

These individuals are currently wanted by our agency. Please do not attempt to apprehend any of them yourself. Instead, please contact our office directly at 209-533-5815.

02/25/2021 ROCKWELL, ALLAN 1358 (0) PCX12 40000

Age: 54  
Sex: Male  
Race: White  
Height: 5'7"  
Weight: 210  
Hair: Gray  
Eyes: Blue



Page 1 of 1

X Weather School 3/12/21

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

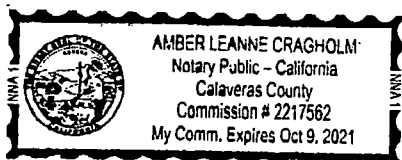
State of California )

County of Tulare )On 03/12/2021 before me, Amber Leanne Cragholm, Notary Public  
Date Here Insert Name and Title of the Officerpersonally appeared Heather Schoon  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**Title or Type of Document: Affidavit of Heather SchoonDocument Date: 3/12/2021 Number of Pages: 6

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_